

Boone Co.

AFSCME Council 61 (Sheriff)

7/1/2005 6/30/2008

AGREEMENT

between

BOONE COUNTY, IOWA

and

LOCAL UNION NO. 3949,
AMERICAN FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES, AFL-CIO

JULY 1, 2005 TO JUNE 30, 2008

SHERIFF'S OFFICE

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SHERIFF'S DEPARTMENT
JULY 1, 2005 TO JUNE 30, 2008

PREAMBLE

THIS AGREEMENT is made and entered into this 1st day of July, 2005, by and between BOONE COUNTY, IOWA hereinafter sometimes referred to as the "County" or the "Employer", and LOCAL UNION NO. 3949, AMERICAN FEDERATION OF STATE, COUNTY, & MUNICIPAL EMPLOYEES, AFL-CIO, representing the employees of the Sheriff's Office of Boone County, Iowa, hereinafter referred to as the "Union".

In consideration of the covenants hereinafter contained by and on behalf of the County and the Union, it is mutually agreed as follows:

ARTICLE 1
INTENT AND PURPOSE

The parties recognize and declare the necessity of providing the most efficient and highest quality service for the citizens and taxpayers of Boone County, Iowa.

The parties further recognize and declare their mutual desire to promote harmonious and cooperative relations among the County, the Union, and the employees covered by this Agreement and to assure effective and efficient operations of Boone County.

It is the intent and purpose of the parties hereto to set forth an agreement containing the negotiated understandings of the parties respecting wages, hours of work, and certain terms and conditions of employment to be observed by the parties hereto, to provide a procedure for the prompt and equitable resolution of any claimed grievances, and to prevent any strikes, work stoppages, or other interruptions of work or interference with the County's operations.

The Employer and the Union agree that exceptions to all articles of this agreement may be granted in order for both the Union and the County to comply with the Americans with Disabilities Act.

ARTICLE 2
RECOGNITION

The County recognizes the Union as the sole and exclusive collective bargaining agent for those employees in the following described unit as defined by the Public Employment Relations Board in Case No. 4169.

INCLUDED: All regular full-time and regular part-time Deputies and Dispatchers of the Boone County Sheriff's office.

EXCLUDED: Sheriff, Chief Deputy, part-time Deputies, confidential employees, supervisory employees, and all others excluded by Section 4 of the Act.

ARTICLE 3
DUES DEDUCTION

The County will make monthly deductions from the wages of each employee who has provided the County with a written authorization therefore, for Union dues and initiation fee, in the amounts certified in such authorizations or by the Union's Treasurer, and will remit such monies to said Treasurer along with a list of employees and the amounts so deducted. Any such authorization may be revoked by an employee at any time upon his/her written thirty (30) day notice to the County, and shall automatically be cancelled upon termination of employment. The Union agrees to indemnify and hold the County harmless against any and all claims arising out of the operation of this Article.

ARTICLE 4
SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

All new employees shall serve a probationary period not to exceed twelve (12) months. They may be terminated for any reason during the probationary period without recourse to the grievance procedure. Upon satisfactory completion of the probationary period, the employee will be placed on a seniority list and his/her seniority will be determined from their date of hire.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

- (a) Employee quits.
- (b) Employee is discharged.
- (c) Engaging in unauthorized work while on leave of absence or giving false reason for obtaining leave of absence.
- (d) Falsification of employment application.
- (e) An employee absent from work one (1) day without notice to the Employer except for unforeseen circumstances.
- (f) Failure to report for work at the end of leave of absence.
- (g) Failure to report to work within five (5) days after being notified to return to work following layoff, when notice of recall is sent by certified mail to employee's last known address, according to Employer records.
- (h) An employee is laid off for twelve (12) months or the length of the employee's seniority, whichever is shorter.
- (i) Employee retires.

It is the employee's responsibility to keep the Employer informed of their current address and phone number.

ARTICLE 5
PROMOTIONAL PROCEDURES

When filling a permanent promotional vacancy, the Employer shall consider the employee's qualifications, ability, and work record. However, when these factors are reasonably equal between two (2) or more employees, then seniority shall prevail. Employees will be on promotional probation for ninety (90) days for all positions except Deputies. Deputies shall be on probation for one (1) year.

A permanent employee who vacated his/her position to accept probationary appointment to a class in a higher level and who is rejected during the probationary period shall be reinstated in his/her former position and rate of pay.

ARTICLE 6 LAYOFF AND RECALL

In the event the work force is to be reduced, the Employer agrees to provide affected employees a fourteen (14) day notice. The employee with the least seniority in the job classification affected shall be the first laid off. On recall from layoff, employees will be returned to work in the reverse order in which they were laid off, if they are qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being laid off shall be notified five (5) days in advance by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record.

ARTICLE 7 HOURS OF WORK AND OVERTIME

The purpose of this Article is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or days of work per week. Determination of daily and weekly hours of work shall be made by the Employer. The normal workweek shall consist of five (5) eight (8) hour days for all employees except Deputies. Deputies will work more than five (5) days during "rotation" time.

Overtime shall be paid for at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for hours worked in excess of eight (8) hours in one (1) day, unscheduled hours, e.g., replacement for employees on sick leave or one hundred seventy-one (171) hours in a twenty-eight (28) day period for law enforcement personnel and forty (40) hours per week for non-law enforcement personnel. Overtime shall not be paid more than once for the same hours worked.

The Sheriff will attempt to distribute voluntary and scheduled overtime equally among the employees in the job classification affected. If inequities occur, catch-up measures will be taken. Overtime will be reviewed quarterly. For the purpose of equalization of overtime hours, when an employee is offered overtime and declines, those hours will be recorded as "declined".

ARTICLE 8 HOLIDAYS

All regular full-time employees shall be eligible for the following paid holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, and three (3) personal days.

Each eligible employee shall receive holiday pay or compensatory time at the employee's election equal to his/her regular hourly rate times his/her regularly scheduled hours for each recognized holiday, provided he/she works the last scheduled workday immediately preceding and the first scheduled workday immediately following such holiday.

A regular full-time employee required to perform work on a recognized holiday, and who qualifies for holiday pay, shall be paid one and one-half (1 1/2) times for all hours worked plus the holiday at his/her normal straight time rate. Deputies and Dispatchers shall have the choice between cash or a compensatory day, as compensation for the recognized holiday work hours only. Compensatory time must be taken within sixty (60) days after the recognized holiday.

For a Civil deputy, when a recognized holiday falls on a Saturday, the preceding Friday will be celebrated as the holiday. When a recognized holiday falls on Sunday, the following Monday will be celebrated as the holiday.

No holiday pay allowance shall be paid to an employee for a holiday which occurs during a layoff, disciplinary suspension, or leave of absence. If a recognized holiday falls within an eligible employee's vacation period, the employee either will receive the holiday pay in addition to his/her vacation, or the vacation will be extended one (1) day, at the employee's option, but notice of such election shall be given to the Sheriff prior to the commencement of the vacation to allow proper adjustment for scheduling. In the event the employee fails to give notice to the Sheriff, the Employer shall determine whether to extend the vacation or to grant the holiday pay.

ARTICLE 9 VACATIONS

Employees will be granted vacations as follows:

- (a) New employees are not entitled to a vacation until they have one (1) year of continuous employment.
- (b) Upon completion of one (1) year of continuous employment, employees will be entitled to a one (1) week vacation.
- (c) Upon completion of two (2) years of continuous employment, employees will be entitled to a two (2) week vacation.
- (d) Upon completion of five (5) years of continuous employment, employees will be entitled to a three (3) week vacation.
- (e) Upon completion of sixteen (16) years of continuous employment, employees will be entitled to a four (4) week vacation.

Each eligible employee shall receive vacation pay equal to his/her regular hourly rate of pay times his/her regularly scheduled hours for the appropriate vacation period.

Vacations should be taken during the anniversary year*; however, five (5) days vacation may be accumulated and carried over to the next year. No vacation pay will be paid for vacations not taken, unless it has not been possible to take earned vacation as a result of scheduling by the Employer. In such cases, the employee shall be paid for remaining vacation hours by separate check on the first regularly scheduled payday after their anniversary date.

As far as is practical, vacations shall be scheduled at the time requested by employees, with due consideration to their seniority, provided, however, the right to schedule vacation periods is reserved to the County to ensure the efficiency of operations.

In the event an employee is laid off or resigns, he/she shall then receive vacation pay in such an amount as has been earned and accrued.

*Employees hired prior to June 1, 1986 will have January 1 considered as their anniversary date.

ARTICLE 10 SICK LEAVE

Regular full-time employees will accumulate thirty (30) days sick leave per year; regular full-time employees who have worked less than three (3) years will accumulate two and one-half (2 1/2) days sick leave per month, in both cases, accumulative to one hundred twenty (120) days. The Employer reserves the right to require medical evidence of illness or disability after an employee is absent more than two (2) days. Notwithstanding this, the County may require, at any time, medical evidence or such other evidence as it may deem satisfactory, of illness or disability, or medical or dental appointment if it, in its sole discretion, should have reason to believe that the sick leave is not being used for sickness or is otherwise being abused. No sick leave shall be accumulated while an individual is on sick leave. Sick leave may be used at a minimum of one (1) hour.

Regular full-time employees may use up to five (5) days of sick leave per fiscal year for temporary emergencies for an employee's spouse or child or parent.

Workers Compensation insurance will make payments, under the terms of its policy, for scheduled time lost due to work related injuries or illnesses.

Employees shall not be required to utilize sick leave or vacation time prior to applying for Workers Compensation benefits. Upon request, employees may supplement Workers Compensation benefits with accrued sick leave or vacation time; however, the total compensation received shall not exceed the employee's present salary. For any day on which sick leave or vacation time is used, the hours of pay received to supplement Workers Compensation, at a minimum of two (2) hours, shall be deducted from the appropriate account.

After an employee has accumulated the maximum accumulation of sick leave, any earned sick leave not used during the year shall result in an increase in personal days under Article 9 of the contract, as follows:

- a. If none of the thirty (30) days earned in a year are utilized, the employee shall be entitled to two (2) additional personal days, subject to the limitations such contained in Article 8 and subject to the rules that such personal days may be taken at the beginning or end of a vacation to extend the vacation period, and must be requested at least by the workday preceding the personal day.
- b. If an employee uses part of the sick pay earned above the maximum accumulation, such employee shall be entitled to proportionately less additional personal days on the following basis:
 1. If the employee uses less than seven and one-half (7 1/2) days of sick leave, such employee shall be entitled to one and one-half (1 1/2) days of added personal time.
 2. If the employee uses more than seven and one-half (7 1/2) days of sick leave, but not more than fifteen (15) days, he/she shall be entitled to one (1) day of added personal time.

3. If the employee uses more than fifteen (15) days of sick leave, but not more than twenty-two and one-half (22 1/2) days, he/she shall be entitled to one-half (1/2) day of added personal time.

4. An employee using more than twenty-two and one-half (22 1/2) days of sick leave shall not be entitled to any added personal time.

Annually and immediately after July 1 of each year, the employee's sick leave account for the previous fiscal year shall be computed, and a copy of such computation shall be given to each employee on the first payday after the computation has been completed. The additional personal days shall be taken during the fiscal year after the fiscal year which earned, and may not be carried over to subsequent fiscal years.

ARTICLE 11 FUNERAL LEAVE

An employee shall be granted a paid leave of absence in the event of death in his/her immediate family as outlined below. The leave will not be granted unless the employee immediately notifies his/her Department Head and requests the leave. The leave does not apply against sick leave, personal leave or vacation allowances.

1. Death of wife, husband, mother, father, brother, sister, son or daughter, step children, and Legal Guardian Step parents: not more than five (5) working days.
2. Death of mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, or grandchildren: not more than three (3) working days.

An employee, provided he/she makes such a request in advance to his/her Department Head, shall be granted a leave of absence, with pay, to act as a pallbearer. Such leave shall not exceed one-half (1/2) day per occurrence.

The above mentioned leaves may be extended under extenuating circumstances, if applied for, recommended by the Department Head, and approved by the Board of Supervisors.

ARTICLE 12 MILITARY LEAVE

Military leave shall be granted by the Sheriff or Board of Supervisors, as the case may be, in accordance with the provisions of Section 29A.28 of the Code of Iowa.

ARTICLE 13 JURY DUTY - CIVIC DUTY

An employee required to perform jury duty in any court, for either petit or grand jury service, shall receive his/her regular straight time hourly rate of pay for those hours he/she is required to be absent from work for such jury duty, less the per diem fees allowed such juror, but not the mileage allowance. An employee must return to work immediately after being released by the court during his/her scheduled working hours, provided that at least two

(2) hours of scheduled work is left at the time the employee is released by the court. Failure to return to work as provided above shall result in a forfeiture of the payment provided in the first sentence of this Article.

ARTICLE 14 UNPAID LEAVE

A leave of absence without pay and not to exceed six (6) months may be granted upon request to Board of Supervisors and the Sheriff.

The County may, at its sole discretion, grant leave for disability or other legitimate reasons, after an employee has used up all of his/her otherwise available leave. Such unpaid leave shall be subject to the provisions of this Article. The County reserves the right to require proof satisfactory to it of the existence of and the duration of such unpaid leave. For unpaid leave which is preschedulable, the employee must provide the County of notice thereof at least sixty (60) days prior to commencement of such leave, to be considered for such leave.

The parties agree to comply with the provisions of the Family Medical Leave Act.

The time spent by an employee on an unpaid leave of at least seven (7) calendar days shall not count towards the employee's vacation or sick leave time.

ARTICLE 15 CALL TIME

An employee called to work outside of his/her regularly scheduled hours shall be paid a minimum of two (2) hours at the applicable rate, unless such call in is contiguous to the employee's regular shift, in which event the employee shall be paid only for the time worked in excess of the regularly scheduled daily hours.

An employee who is in a standby status shall be paid Three Dollars (\$3.00) per hour.

An employee who is waiting for or involved in a phone hearing shall be paid at the appropriate hourly rate of pay.

ARTICLE 16 ADJUSTMENT OF GRIEVANCES

A grievance is defined as a dispute an employee or group of employees may have with the County concerning the interpretation, application or violation of the express terms of this Agreement by the County. Should an employee or group of employees have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, at his/her option, with or without his/her Steward, to the Sheriff and/or his designee, within seven (7) working days after the occurrence upon which the grievance is based. The Employer shall give his oral answer to the grievance within seven (7) working days after the grievance was presented to him/her.

Step Two. If the grievance is not settled in Step One, it may be appealed by the employee within seven (7) working days after the answer of the Employer. The grievance shall be reduced to writing, signed by the aggrieved employee, and shall specifically state the facts and the section of this Agreement alleged to have been violated. The written grievance shall be submitted to the Sheriff, who shall give his answer in writing to the employee and Steward within seven (7) working days after the grievance has been presented to him.

Step Three. If the grievance is not settled in Step Two, it may be appealed to the Board of Supervisors within five (5) working days after the Sheriff's answer. If the grievant desires a meeting with the Board, such will be granted. The Board will answer the grievance in writing within ten (10) days after its receipt of the grievance.

Step Four. If the grievance is not settled in Step Three, it may be appealed to arbitration by the Union by written notice submitted to the Sheriff within fifteen (15) working days after the receipt of the County's Step Three answer. Said written notice shall be signed by a representative of the Union, and shall state the specific section of the Agreement which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the County and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) workdays of the County's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties designated representative shall determine by lot the order of elimination and thereafter, each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act the arbitrator.

The failure by an employee, the Union, or its representative to process a grievance within the time specified above shall bar an employee, the Union, or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the County to reply or answer within the time specified above shall be deemed a denial of the grievance. The parties may, however, mutually agree in writing to extend the time limits in any step of the grievance procedure. In the event the United States mail is used, the mailing of the grievance appeal or response thereto shall be considered timely if postmarked within the time limits.

An arbitrator selected pursuant to the provisions of Step Four shall schedule a hearing of the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to add to or subtract from, modify or amend any terms of the Agreement. A decision of the arbitrator shall, within the scope of his authority, be final and binding upon the County, the Union, and the aggrieved employee(s), unless appealed to the Iowa District Court of Boone County by any party to such arbitration decision in any action for a declaratory judgment within thirty (30) calendar days from the date of the receipt of the arbitration decision.

The County and the Union will share equally the costs of the arbitrator, including the fees of the arbitrator and his/her expenses. Any other expenses shall be paid by the party incurring them, and the court costs shall be paid by the party instituting the appeal, regardless of which party is the ultimate losing party.

In the event that any employee takes any action on any complaint or takes any action through any governmental agency regarding alleged violations of his/her rights, then all rights to this grievance procedure shall be waived and no grievance shall be allowed regarding this issue.

ARTICLE 17
CLOTHING ALLOWANCE

The Employer will provide each eligible regular full-time Deputy or Civil Deputy up to Five Hundred Dollars (\$500.00) per fiscal year for replacement of uniforms and equipment. The parties agree that this uniform allowance shall be strictly used for uniforms, leather, weapons, footwear or other items that are part of the uniform and are approved by the Sheriff. Receipts must be approved by the Sheriff prior to submitting them to the Auditor.

The Employer will pay for any articles damaged during the performance of an employee's duties.

ARTICLE 18
INSURANCE

The County shall pay the full cost of the single employee health insurance premium. Effective July 1, 2005, the County shall pay the full cost for the family health insurance coverage for ISAC Plan 8.

Effective July 1, 2006, the County shall pay the full cost of ISAC Plan 9. Employees may choose ISAC Plan 8, if available, by paying the difference in cost between Plan 8 and Plan 9.

Effective July 1, 2007, the County shall pay the full cost of ISAC Plan 10. Employees may choose ISAC Plan 9, if available, by paying the difference in cost between Plan 9 and Plan 10.

The County may select the insurance carrier, however, benefits will be comparable to the benefits levels in the Plans referred to above.

In no case will employee's contribution toward family health insurance coverage be less than \$1.00 per month.

The County will continue to provide life insurance coverage as provided to other County employees.

ARTICLE 19
GENERAL CONDITIONS

Union representatives will have access to employees for lawful Union business with prior approval of the Sheriff.

Protective equipment required by the Employer shall be provided at the Employer's cost.

Should any provision of this Agreement be declared unlawful and unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable, and negotiations shall be reopened for that provision or provisions held to be unlawful and unenforceable.

ARTICLE 20
WORK RULES

The Employer may establish work rules. The Employer will post a copy of the rules five (5) days prior to their effective date.

ARTICLE 21
LABOR/MANAGEMENT MEETINGS

The Employer and the Union agree to set up labor/management meetings on a quarterly basis, if needed. The Employers' team will consist of the Board of Supervisors, the Sheriff, and the Board's representative(s). The Union will be limited to two (2) unit members and the Business Representative. These meetings will be in non-pay status.

ARTICLE 22
DISCIPLINE AND DISCHARGE

The employer will not discipline or discharge an employee without just cause.

ARTICLE 23
LONGEVITY

Each regular full-time employee shall be eligible for longevity pay based upon consecutive years of service in the bargaining unit as follows:

- (a) After five (5) years of continuous full-time service, five cents (\$.05) per hour.
- (b) After ten (10) years of continuous full-time service, ten cents (\$.10) per hour.
- (c) After fifteen (15) years of continuous full-time service, fifteen cents (\$.15) per hour.

ARTICLE 24
WAGES

Effective July 1, 2005

Job Classification	Start 85%	1 Year 90%	1 1/2 Years 95%	2 Years 100%
Operator	11.02	11.68	12.34	12.96
TAC/Civil Deputy	11.58	12.23	12.92	13.60
Deputy	16.08	17.04	17.98	18.92

Effective July 1, 2006

Job Classification	Start 85%	1 Year 90%	1 1/2 Years 95%	2 Years 100%
Operator	11.46	12.14	12.83	13.48
TAC/Civil Deputy	12.05	12.72	13.43	14.14
Deputy	16.73	17.72	18.70	19.68

Effective July 1, 2007

Job Classification	Start 85%	1 Year 90%	1 1/2 Years 95%	2 Years 100%
Operator	11.87	12.57	13.28	13.95
TAC/Civil Deputy	12.47	13.17	13.90	14.64
Deputy	17.31	18.34	19.35	20.37

Employees may be hired above scale at the discretion and approval of the Board of Supervisors, provided the Employer does not hire above the two (2) year scale.

ARTICLE 25
DURATION

THIS AGREEMENT shall be effective as of the 1st day of July, 2005, and shall remain in full force until the 30th day of June, 2008, and shall continue in effect from year to year thereafter unless and until either party hereto gives to the other party written notice no later than the 15th day of November prior to the expiration of its desire to terminate or modify this Agreement.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in, this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 17th day of June, 2005.

EMPLOYER
BOONE COUNTY

BY M. O'Brien
CHAIR, BOARD OF SUPERVISORS

BY Albert J. Lourensen
MEMBER, BOARD OF SUPERVISORS

BY Paul W. Reed
MEMBER, BOARD OF SUPERVISORS

ACKNOWLEDGED BY:

Renee Von Bokern
EMPLOYER REPRESENTATIVE
RENEE VON BOKERN

UNION
AMERICAN FEDERATION OF STATE,
COUNTY, & MUNICIPAL EMPLOYEES,
AFL-CIO, LOCAL UNION NO. 3949

BY Steve J. H.
CHIEF NEGOTIATOR

BY Deag K. Eblay
NEGOTIATION TEAM MEMBER

BY Linda Carpenter
NEGOTIATION TEAM MEMBER

BY _____
NEGOTIATION TEAM MEMBER

BY _____
NEGOTIATION TEAM MEMBER